

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 20-12-03-50

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO CORN BELT ELECTRIC COOPERATIVE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF LEROY , COUNTY OF MCLEAN AND STATE OF ILLINOIS.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

21st Day of December, 2020

PRESENTED: **December 21, 2020**

PASSED: **December 21, 2020**

APPROVED: **December 21, 2020**

RECORDED: **December 21, 2020**

PUBLISHED: **December 21, 2020**

In Pamphlet Form

Voting "Aye" 8
Voting "Nay" 0
Voting "Abstain" 0

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **December 21, 2020**

ORDINANCE NO. 20-12-03-50

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO CORN BELT ELECTRIC COOPERATIVE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF LEROY, COUNTY OF MCLEAN AND STATE OF ILLINOIS.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Leroy, Mclean County, Illinois, as follows:

SECTION 1. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Com Belt Electric Cooperative, its successors and assigns, to construct, operate, and maintain a utility system within the City as originally authorized by Ordinance and approved on November 2nd, 1970. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of electric energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of electric energy and/or services located within its corporate limits. For purposes of construing the terms, rights, and obligations of the parties this authorization is granted pursuant to Section 14 of the Electric Supplier Act, 220 ILCS 30/14, and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.

SECTION 2. There is hereby given and granted to Corn Belt Electric Cooperative, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege, authority, and obligation to construct, operate, maintain, and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Leroy (hereinafter referred to as "Municipality"), an electric utility system for the transmission, distribution and/or sale of electric energy and other purposes (the "System"), together with the right, privilege, authority, and obligation to erect, construct, install, operate, maintain, and repair all: poles; conductors; wires; cables; conduits; lights—specifically all aspects and components of Company's street lights including, but not limited to, light poles, underground wires, fixtures, globes, lamps, and photocells; and equipment and/or other apparatus as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way, and/or other public places.

SECTION 3. (a) All poles and other equipment placed or installed under this Ordinance in streets, alleys, avenues, and other public places, shall be so placed as not to interfere unnecessarily with travel on such streets, alleys, avenues, and other public places. All poles and other equipment placed or installed under this Ordinance shall be so located as not to injure unnecessarily any pipes, conduits, sewers, drains, pavement, or other like public improvements, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge

of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Company. All facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission or such other duly constituted authority as shall have jurisdiction thereof.

(b) When any street, avenue, or other public place shall be graded, curbed, paved, or otherwise changed so as to make the resetting or relocation of any poles or other equipment placed or installed under this Ordinance necessary, the Company shall make such resetting or relocation, at the Company's cost and expense. Municipality shall provide the Company with a suitable location for the resetting or relocation of such poles or other equipment, and the Company's obligation shall be limited to resetting or relocating poles or other equipment of the same type and configuration as the displaced poles or other equipment. Company shall make such resetting or relocation within a reasonable time, as determined by good utility practice, after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. If the location provided by the Municipality for the relocation of the facilities does not result in a location that provides for good utility practice, Company may request reimbursement for the additional cost of locating facilities or adapting facilities such that good utility practices are applied to the relocated facilities.

(c) If any street lights owned, maintained, and/or operated by Company are removed from Municipality's right of way, including poles, fixtures, wiring, and all related appurtenances either by Company or at request of Municipality, said removal shall be done at the sole expense of Company and without reimbursement of any costs from or on behalf of Municipality.

(d) In no instance shall installation, placement, construction, or operation of Company's equipment or facilities be in violation of the Americans with Disabilities Act ("ADA").

SECTION 4. In order for Company to render efficient, safe, and continuous services, it will be necessary for Company to conduct vegetation management activities, including the trimming or pruning and cutting down of the trunks and branches of trees and/or vines and shrubs along or over the streets, sidewalks, alleys, avenues, squares, bridges, and other public places in said Municipality, and areas dedicated to the Municipality for public utility use, wherever the same are likely to interfere with its equipment; therefore, Company is hereby granted the right to conduct such vegetation management activities so as to enable it to erect, operate, and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient, safe, and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in its vegetation management activities. Company shall conduct its vegetation management activities in accordance with applicable law, including without limitation, 220 ILCS 5/8-505.1, and any amendments thereto. Notwithstanding the foregoing, to the extent applicable law

may be superseded or modified by an agreement between Municipality and Company, Municipality and Company reserve the right to enter into such an agreement.

SECTION 5. The rates to be charged by the Company for electric service and other purposes rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois or such other duly constituted authority as shall have jurisdiction thereof.

SECTION 6. That the Company, as consideration for the granting of said Franchise, shall furnish Municipality compensation in the amount of 4% of the annual net revenues received for residential purposes payable to the Municipality on or before March 1, 2022, and annually thereafter on or before March 1st of each succeeding calendar year throughout the term of this agreement. Company agrees to report to the Municipality in writing showing the net Revenues receivable by Company from the sale of electric energy within the Municipality for residential purposes for the preceding calendar year that said Municipality shall have the right at its election to audit the books of said Company to determine the accuracy of said Report.

SECTION 7. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, fiber, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

SECTION 8. The rights, privileges, and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions, and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 9. This Ordinance shall confer no right, privilege, or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 10. All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

SECTION 11. The Municipality acknowledges that Company is vested in rights, permissions, and authority independent of this Ordinance. Neither acceptance of this Ordinance, nor

compliance with its provisions, shall impair in any way or waive any right, permission, or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission, and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission, or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any streets, avenues, alleys, easements, rights of way, bridges, or other public places during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges, and authority herein given and granted to the Company in, upon, along, over, and across each and all of such vacated premises which are at the time in use by the Company. In the event Municipality is not reasonably able to reserve unto Company the rights, privileges, and authority herein given and granted to the Company in, upon, along, over, and across each and all of such vacated premises which are at the time in use by the Company, then in such event Municipality is obligated and required to negotiate in good faith with Company as to a suitable relocation of the Company's affected System. In the event no agreement is reached, Company shall continue to enjoy the rights, privileges, and authority previously given and granted to the Company in, upon, along, over, and across each and all of such subject premises.

SECTION 12. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 13. The Company shall indemnify and save harmless the Municipality and all contractors, officers, employees, and representatives thereof from all claims, demands, causes of action, liability, judgments, costs, and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Company's construction, erection, maintenance, use or presence of, or removal of any poles, wires, lines, cables, conduits, lights, appurtenances thereto, or equipment or attachments thereto. The foregoing indemnification shall not apply to the extent any such claim, demand, cause of action, liability, judgment, cost, expense or loss arises out of, is caused by, or results from the negligent or wrongful willful act or omission of the Municipality or any contractor, officer, employee or representative thereof.

SECTION 14. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading, and repair of its constructed facilities. Company shall provide notice of excavation hereunder in accordance with the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1, et seq.)

SECTION 15. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the

application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 16. Any conflict between the Franchise Ordinance and the provisions contained in the Electric Service Customer Choice and Rate Relief Law of 1997 (Public Act 90-561) will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

SECTION 17. This Ordinance shall take effect and the rights, privileges, and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein and as provided in Section 11. This Ordinance shall be in full force from and after its passage, approval, and ten (10) day period of publication in the manner provided by law.

SECTION 18. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 19. This Ordinance is passed and approved pursuant to the home-rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Dawn Hanafin and seconded by Brad Poindexter by roll call vote on the 21st day of December, 2020 as follows

Aldermen elected 8

Aldermen Present 8

Voting Aye:

Dawn Hanafin, Rick Kline, Kyle Merkle, Brad Poindexter, Kelly Lay, Ron Legner, Matt Steffen, Greg Steffen.

Voting Nay:

None

Absent:

None

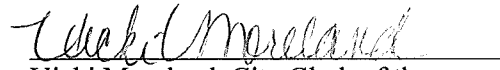
Abstain:

None

Other:


None

And deposited and filed in the office of the City Clerk in said municipality on the 21st day of December, 2020.




Vicki Moreland, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 21st day of December, 2020



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois

ATTEST: (SEAL)



Vicki Moreland, City Clerk of the City of Le Roy
Mc Lean County, Illinois

CERTIFICATE

I, Vicki Moreland, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **December 21, 2020** the Corporate Authorities of such municipality passed and approved ORDINANCE NO. 20-12-03-50


AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO CORN BELT ELECTRIC COOPERATIVE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF LEROY , COUNTY OF MCLEAN AND STATE OF ILLINOIS.

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 20-12-03-50**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **December 21, 2020** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 21st day of December, 2020.

(SEAL)


Vicki Moreland
Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Vicki Moreland, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

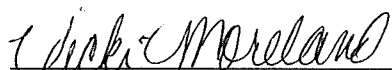
I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO CORN BELT ELECTRIC COOPERATIVE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF LEROY , COUNTY OF MCLEAN AND STATE OF ILLINOIS.

I do further certify said *ordinance* was adopted by the City Council of the City of Le Roy at a regular meeting on the 21st day of December, 2020 and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 21st day of December, 2020

(SEAL)


Vicki Moreland, City Clerk of the
City of Le Roy,
McLean County, Illinois